

For Review

6-30-70
Rockford
1969-70
1969 - 1970
AGREEMENT INDEX

Rockford 9
MEA AREA OFFICE
REGION 9
4020 Eastern Ave. S.E.
Grand Rapids, Mich. 49508

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PROFESSIONAL NEGOTIATIONS

AGREEMENT

This Agreement made and entered into this _____ day of _____, 1969, by and between the Board of Education of Rockford Public Schools, a third class school district, Kent County, Michigan, hereinafter called the "Board" and the Rockford Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Rockford is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist the Board and the school administration in formulating policies and programs designed to provide high educational standards, and

WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

GENERAL

(a) This Agreement is negotiated under Act 379 of the Michigan Public Acts of 1965, in order (1) to fix for its term the salaries and other conditions of employment provided herein, and (2) to encourage and abet effective and harmonious working relationships between the Board and the Association in order that the cause of public education may be best served in the school district.

(b) This Agreement shall constitute the complete and only statement of contractual relationship between the Board and the Association. The Board and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.

(c) Despite reference herein to the Board or the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member to represent that group. Each party will provide to the other, upon written request, satisfactory evidence (such as official minutes or certificates or resolutions) or authority so to act.

(d) Nothing in this Agreement which changes pre-existing Board policy, rules or regulations, written or otherwise promulgated, shall operate retroactively unless expressly so stated.

ARTICLE II

RECOGNITION AND UNION SECURITY

(a) The Board recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for all certified teaching personnel under written contract with the Board (hereinafter and generally called "Teachers") to the extent required by Act 379, excluding specifically the superintendent and assistant superintendent, principals, assistant principals, community school director, community education personnel, the curriculum coordinator, and other supervisory and executive personnel, office clerical and maintenance operating employees. The term "Board" shall include its officers and agents.

(b) Subject to the provisions of Public Act 379, as the same may be amended, the Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement with respect to personnel in the bargaining unit. Except for such negotiations under Public Act 379, the Board shall be free to communicate with teachers or their representatives, or any other persons individually or by group, for whatever educational purpose the Board may deem desirable in the discharge of its responsibilities.

(c) At the present time the legality of requiring teachers to join the Association or pay it a representation fee in an amount equivalent to its regular dues is unsettled. If during the life of this Agreement the Legislature enacts legislation authorizing the following arrangement or if the Court of Appeals determines that the following arrangement is lawful, the Board agrees that it shall be a condition of employment that all teachers to be employed for the 1969-70 school year shall (1) become and/or remain members of the Association; or (2) pay to the Association a representation fee in an amount equivalent to the Association's regular dues; or (3) pay into escrow; or (4) contribute to the Teacher's Scholarship Fund for the benefit of a Rockford High School Graduate.

The foregoing provisions shall be implemented at the beginning of the 1969-70 school year as follows:

1. Such teacher may elect to join the Association and pay the periodic (REA, MEA, NEA) dues by authorizing the deduction of such amounts from his salary, or
2. Such teacher may elect not to join the Association but to pay it a representation fee in an amount equal to its dues, (REA, MEA, NEA) by authorizing the deduction of such amounts from his salary, or
3. Such teacher may elect not to join the Association but authorize the deduction of a representation fee from his salary, such amount to be held by the Board in escrow until the legality of the foregoing arrangement is determined by the Legislature or the Court of Appeals as above provided, at which time such amounts, together with any accrued interest, shall either be returned to the teacher or turned over to the Association, or
4. Such teacher may elect not to join the Association but to have an amount equal to its dues (REA, MEA, NEA) deducted from his salary and paid to the Teachers Scholarship Fund, to be used for the purposes for which it is established. Such sums shall be transmitted annually to the Fund.

If such teacher elects none of the foregoing, then at the time the Legislature or the Court of Appeals determines this arrangement is valid, such teacher shall pay the Association a representation fee in an amount equivalent to the regular Association dues accrued from the beginning of the 1969-70 year.

If any teacher to whom the foregoing provisions apply fails to comply therewith and the Association certifies such fact to the Board and requests it to institute dismissal proceedings, the Board shall give such teacher notice that his employment will not be continued after the end of the current school year. Such teacher's employment will be continued, however, in normal fashion until the end of the school year following the time when the legality of the foregoing arrangement is determined by the Legislature or the Court of Appeals as above provided.

It is agreed that with respect to any teacher to whom the foregoing provisions apply, failure or refusal to comply with such provision constitutes just cause for dismissal.

In the event the Board, acting on the request of the Association, discharges or attempts to discharge a teacher for failure to comply with these provisions, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgements which may result from such action except for loss which may be caused by the Board's negligence.

Teachers who elect to pay a representation fee either to the Association or in escrow, or contribute to the scholarship fund shall be afforded the same insurance coverage as is afforded to Association members and shall be afforded the same representation rights as are extended to Association members.

(d) Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board assignments authorizing deductions aforesaid. Once the Association informs the Board that all authorizations for the current year are on file, such sums shall be deducted as dues from the regular salaries of all such teachers and remitted thereafter as frequently as deducted, to the Association, to the escrow fund or annually to the Teacher Scholarship Fund as the case may be.

(e) Nothing contained herein shall be construed to deny or restrict any teacher or the Board in the exercise of any rights he or it may have under the Michigan General School Laws or applicable civil laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE III

TEACHER, BOARD AND ADMINISTRATION RIGHTS

(a) Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the

Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

(b) It is recognized that the laws of the State of Michigan make the Board legally responsible for the operation of the Rockford Public School System in all respects. In meeting such responsibilities the Board oftentimes acts through its administrative staff. Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, and it is agreed that the Board and the Administrative Staff shall be free to exercise all such rights and authority to the extent permitted by law, including, but without limiting the generality of the foregoing, the right:

(1). To the executive management and administrative control of the school system and its properties and facilities.

(2). The private and personal life of any teacher is not within the appropriate concern or attention of the Board except where teaching performance or professional standards are involved and except where it may be detrimental to the welfare of the students.

(3). To construct, acquire and maintain school buildings and equipment.

(4). To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to assign, transfer, promote, and supervise all such employees.

(5). To establish educational policy, grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

(6). To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. The Board may be aided in the final decision by advice of the teachers.

(7). To determine class schedules, (the hours of instruction), and the duties, responsibilities, and assignments of teachers.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The provisions of this Agreement shall not be construed to deny or restrict any employee rights established under the Michigan General School Laws or any other laws or regulations.

(c) The parties specifically recognize that each has the right to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency or an arbitrator appointed pursuant to the provisions of this Agreement, and they agree to be bound by any lawful order or award thereof.

(d) The Association shall have the right, without priority, to schedule the use of school building facilities at reasonable times and intervals for Association meetings before or after regular class hours. Such meetings shall not be conducted in a place, or at a time, which might interfere with school activities, including extra-curricular activities conducted after regular classroom hours. Prior notification of intent to hold a meeting shall be given and the administration shall designate the room in which the meeting is to be held.

(e) The Association may post, with the principal's permission, on designated bulletin boards. Teacher mail boxes may be used by the Association.

(f) The Board agrees to furnish to the president of the Association and the chairman of the negotiating committee in response to request all available public information in the form it is maintained by the Board, concerning the financial resources of the district, tentative budgetary requirements and allocations, agenda, excluding executive sessions, and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, their students and the School District, together with nonprivileged information in response to reasonable requests, which may be necessary for the Association to process any grievance and which is readily available to the Board.

Nonprivileged information for the above purpose shall be contained in the teacher's personal file and will consist of the following items of information:

- (1) Annual TB report and required medical information.
- (2) All formal teacher evaluation reports (see Article XII)
- (3) Copies of annual contracts.
- (4) Teacher certificate.
- (5) Letters of commendation.
- (6) A transcript of academic record.
- (7) Tenure recommendation.
- (8) Record of voluntary extracurricular activities.

Other personal and confidential information regarding individual teacher shall not be disclosed except upon mutual agreement of parties and upon written consent of the teacher.

ARTICLE IV PROFESSIONAL COMPENSATION

(a) The current salary schedule shall be maintained until June 31, 1970. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one-year term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

(b) The Board reserves the right in special cases, with the written approval of the Association which shall not be unreasonable withheld, to pay increments to teachers in order to employ in the district teachers to fill special needs who would not otherwise be available.

(c) The salary schedule is based upon a school year of thirty-eight (38) weeks during normal teaching hours.

(d) The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

(e) A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary when such meeting is held during the school day at the request or consent of the Board or Administration.

ARTICLE V

TEACHING HOURS

The teachers' day shall consist of seven and one-half (7½) hours. This includes a thirty (30) minute duty free lunch period.

Junior and Senior High teachers day shall be seven forty-five to three fifteen (7:45 - 3:15).

Elementary teachers day shall be eight-fifteen to three forty-five (8:15 - 3:45).

While the above provides for the basic teaching day, the Association recognizes that each teacher has a professional responsibility to his students and the district may require him to devote additional time for careful daily preparation, grading papers, attending staff meetings, school functions, meeting with parents in conference, preparing reports and such work relating to his function as a teacher. Nothing contained herein shall be deemed to prohibit or limit the right of the Board from assigning the extra duties normally associated with the teaching profession.

ARTICLE VI

TEACHING LOADS AND ASSIGNMENTS

(a) The teachers normal teaching day in the Junior and Senior High shall consist of 300 minutes. These minutes might include one or more assigned study halls. During the work day, each teacher in the Junior and Senior High shall be entitled to 60 minutes of planning time.

(b) Assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certificate or major or minor fields of study except temporarily or for good cause.

(c) CLASS SIZE: The Board of Education is aware that the pupil-teacher ratio is an important aspect of an effective educational program. Thus, the Board has established the following pupil-teacher ratios as their long range goals:

K - 6 classes	ratio	25 - 1
7 - 8 classes	ratio	28 - 1
9 - 12 classes	ratio	30 - 1

The Board agrees to continue its effort to keep class sizes at a acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interest of the district as deemed administratively feasible.

It is not within the feasible building or financial capabilities of the district to completely implement the foregoing ratios at the present time. However, when such buildings and operational funds are available the Board will endeavor to work toward such ratios.

The above ratios do not apply to Physical Education, Choir, Band, Orchestra, Typing classes, as well as, study halls. If the 69-70 student teacher ratio exceeds by more than five (5) students in any individual class than the above mentioned goals - additional help will be provided.

In the establishment of experimental programs involving large-group instruction or other organizational patterns with high pupil-teacher ratio, the ratios established above as long-range goals will not apply. The Board agrees to involve the Association and the teachers in the development of such programs.

(d) Each teacher who, by May 1 of each school year, commits himself to teach for the following school year will be notified of his grade or subject assignments no later than June 1 next following providing negotiations are completed. Should any change in his assignment become necessary thereafter, he will be released from his contract if he wishes. If, by May 1 a teacher has not committed himself to teach for the following school year, he may be assigned to a different position in the district if a replacement has been hired or assigned before he commits himself to teach in the district. In making changes in grade assignments in the elementary school grades and changes in subject assignment in the secondary school grades, the Board will give consideration to the requests of individual teachers.

ARTICLE VII

TEACHING CONDITIONS

(a) The parties recognize that it is the Board's responsibility to provide appropriate buildings and teaching materials while it is each teacher's responsibility to apply his professional abilities to teaching the children of the District using such facilities. It is further recognized that the adequacy of such facilities and the size of classes are mutual concerns of the parties. It is, therefore, agreed that such matters may be discussed by the Professional Study Committee provided for herein to the end that recommendations for improvement consistent with good educational standards will be made. These recommendations will be fully considered by the Board.

(b) The Board shall furnish, without charge, a gym uniform and a tank suit for all physical education classroom teachers and smocks for special art teachers, home economics, manual training and chemistry teachers and Ag. teachers coveralls and shall provide; without charge, laundering service therefor.

(c) The Board shall maintain present faculty lounges, lunchrooms, restrooms and lavatory facilities exclusively for teacher use.

(d) Present telephone facilities shall be made available to teachers for their reasonable use.

(e) Parking facilities shall be made available, and adequately maintained by the Board of Education, to teachers.

(f) Notwithstanding their employment, teachers shall be entitled to rights of citizenship and no lawful religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Outside the areas covered by the Codes of Ethics promulgated by the Michigan Education Association and the National Education Association, the private and personal life of any teacher is not within the appropriate concern of the Board.

(g) The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the lawful activities of the Association. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity for all pupils.

ARTICLE VIII

VACANCIES AND PROMOTIONS

(a) Vacancies will be publicized. Whenever a teacher is interested in being considered for assignment to any vacancy in any professional position in the District, he may file a written notice of his interest with the Superintendent. Before any such vacancy is filled, the qualifications of each teacher who has filed a notice of interest therein shall be reviewed. Consistent with the parties' basic purpose of providing a quality education for the children of the District, such vacancies shall be filled by the Board with the best qualified person available in the judgment of the Board.

ARTICLE IX

TRANSFERS

(a) Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers during the school year are to be minimized and avoided whenever possible.

(b) Any teacher who is transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE X

(a) LEAVE PAY All teachers regularly employed by the district who are absent from duty because of personal illness shall be allowed sick leave at the rate of one day per each month of service to a maximum of ten (10) days per school year. Sick leave days may be accumulated to a total of one hundred and twenty (120) days.

All requests for sick leave must be submitted to and approved by the building principal. Proof of illness signed by a physician may be required at any time.

In event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, at its expense require an examination by an independent physician.

Upon the recommendation of the Superintendent, the Board may, at the Board's expense require a teacher to submit to a physical or mental examination by an appropriate specialist to determine whether involuntary sick leave is warranted.

(b) Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment for such time as necessary for complete recovery to a maximum of one year. Further extensions may be granted at the will of the Board. Upon return from the leave the teacher may be assigned to the same or similar position provided a vacancy exists.

(c) Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Act should receive from the Board the difference between the workman's compensation payment prescribed by law and his regular salary, to the extent or until such time as such teacher shall have used up any so called "sick pay" provided herein.

(d) Up to three (3) days a year of the accumulated sick leave allowance may be used for a death or serious illness in the immediate family. The immediate family shall include: father, mother, brother, sister, husband, wife, child, parent-in-law, grandparent, or any other member of the family who has clearly stayed in the same relationship with the teacher as any of these.

(e) In all cases of sick leave teachers shall notify the building principal as soon as possible and in any event before 7:00 a.m. of the day of the absence. Teachers will make every effort to anticipate absences and to prepare work for the substitute teacher.

(f) If a qualified substitute is not available, secondary teachers may be requested to temporarily fill in on an hourly basis. The rate of pay in such cases will be five dollars (\$5.00) per class hour.

(g) Two business days per year shall be allowed, non-accumulative. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.

Business shall be interpreted as that which requires the presence of the employee at affairs that cannot be arranged for outside of school hours and limited to the following:

1. Emergency medical and dental appointments.
2. Legal procedures.
3. Obligations to immediate family such as graduation attendance.
4. Marriage of self or in immediate family.
5. Death of a friend.
6. Act of God involving person or immediate family.
7. Transportation difficulties.

Application for a business leave containing the reason for the leave must be submitted to the building principal in writing at least one week in advance (except in the event of an emergency when a shorter notice may be accepted). A business leave day shall not be granted for the preceding or the day following holidays or vacations and the first and last days of the school year. The building principal shall have final authority.

(h) Absences not covered by the sick-leave or business-day leave will result in the reduction of one day's pay based upon the teacher's base salary whether or not there is a student teacher or other teacher filling in for the absent teacher.

ARTICLE XI

LEAVE OF ABSENCE

(a) Upon written application, a maternity leave shall be granted without pay.

Maternity leaves of absence without pay shall normally begin no later than the sixth month of pregnancy, provided that when such time occurs within one (1) month of the end of the semester, the teacher may be permitted to complete the semester, and provided that if such time occurs before the middle of the semester and the Board feels it would have difficulty in finding a replacement at mid-semester such leave of absence will begin at the end of the preceding semester. The teacher shall furnish a written statement from her doctor indicating the estimated date of confinement and showing her ability to perform her regular teaching duties to the beginning of her leave. The teacher shall be entitled to return from such leave within one (1) year but not less than thirty (30) days after birth date, at any time a vacancy for which she qualifies exists, at the salary level she was on when such leave began, provided that such leave may be extended by the Board if requested in writing by the teacher.

(b) Military leaves of absence, in accordance with applicable laws, shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States.

(c) A teacher, when summoned for jury service and while performing jury duty, shall receive the difference in pay between that received as a juror and his contractual salary for the period of jury service.

(d) A leave of absence with pay may be granted for time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system whenever the teacher is subpoenaed to appear by the Board, the Administration or someone acting on their behalf, or as required by law to attend.

(e) Upon request and the approval of the building principal, a teacher may be released from regular duties without loss of salary for the purpose of participating in meetings of the Michigan Education Association, for visitation at other schools or for attending educational conferences or conventions. The number of teachers allowed to leave at any time will be within the discretion of the building principal.

(f) A one (1) day leave of absence with pay shall be granted upon request to enable a teacher to take the selective service physical examination.

(g) Upon request and in the discretion and judgment of the Board and upon terms and conditions set by the Board, leaves of absence with or without pay shall be granted for:

- (1) Study related to the teacher's license
- (2) Study to meet eligibility requirements for a license, other than that held by the teacher.
- (3) Study, research or special teaching assignments involving probable advantage to the school system.

(h) A leave of absence without pay will be granted of up to two (2) years to any teacher who joins the Peace Corps and or Teacher Corps as a full-time participant in the program. The teacher shall be entitled to return from such leave within such two year period at any time a vacancy for which the teacher qualifies exists. They shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system.

(i) Subject to applicable Michigan Statutory provisions and any amendments thereto, teachers who have been employed for seven (7) consecutive years in the district, may, in the sole discretion and judgment of the Board, be granted a sabbatical leave for one (1) year for the purpose of study, travel or such other purposes as may be approved by the Board. Requests shall be made in writing to the Superintendent on or before May 1, of the school year preceding the school year for which the leave is sought.

(1) A teacher on sabbatical leave shall receive as compensation for the period of absence one-half ($\frac{1}{2}$) of his regularly scheduled salary, contingent upon his return to the district as a fulltime teacher following the sabbatical leave. The sabbatical leave pay will be paid over the twelve (12) month period following return to teaching duties in the district.

(2) A teacher on sabbatical leave shall receive the scheduled increments and/or adjustments in salary, and credits the same as he would have received were he occupying his regular assignments; provided all requirements of sabbatical leave policy have been fulfilled. During the sabbatical leave the sick-leave policy will not apply except for accumulation of sick days and the Board will continue to make insurance payments.

(3) The number of persons given sabbatical leave in any year shall be limited to not more than two (2) teachers. The number of leaves granted shall be distributed throughout the system in the district. If the number requesting sabbatical leave exceeds the number of such leaves available, the selection shall be based on:

- (a) The estimated value of the plan to the individual and to the school system.
- (b) The amount of year's service in the district.
- (c) The length of time since his last sabbatical leave.

(4) Such teacher shall make reports of his activities pertaining to the reason(s) sabbatical leave was granted as may be requested by the Superintendent.

(5) A teacher, upon return from a sabbatical leave, shall be restored to his former position or a substantially equivalent position.

ARTICLE XII

TEACHER EVALUATION

(a) Probationary teachers shall be evaluated at least twice during the school year. (Tenure teachers shall be evaluated once every year or once every other year.)

(b) For purposes of evaluation each probationary teacher shall be observed for a minimum of thirty consecutive minutes in person per evaluation by the teacher's building principal, assistant principal, department head, or other full time administrator assigned by the Superintendent. With respect to paragraph (a) evaluations, all monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

(c) With respect to paragraph (a) evaluations, two copies of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter; one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file, and one additional evaluation will be conducted if requested by the teacher.

(d) A copy of the final written evaluation report under paragraph (a) will be furnished to the probationary teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment the Board will advise the teacher of the reasons therefor.

ARTICLE XIII

REDUCTIONS IN STAFF

There will be no reduction in staff for the 1969-70 school year, except upon mutual consent of the parties hereto.

ARTICLE XIV

STUDENT DISCIPLINE AND TEACHER PROTECTION

(a) The Board recognizes its responsibility to continue to give administrative backing and support to its teachers although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with the established Board policy. It shall be the responsibility of the teacher to report to his principal the name of any student, who, in the opinion of the teacher needs particular assistance from skilled personnel. The teacher shall upon the request be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

(b) Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent who shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof. The decision of the Superintendent shall be final.

ARTICLE XV

DISCIPLINE OF TEACHERS

(a) The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers.

(b) No teacher shall be disciplined including reprimand, suspension with or without pay, demotion, or discharged without just cause. Failure to re-employ teachers in extra duty positions shall not constitute discipline, suspension, demotion or discharge and shall not be the subject of a grievance under this contract.

Notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Tenure Teachers' Act, just cause shall be determined under that Act.

(c) Discipline of teachers shall be subject to the grievance procedure; provided, however, that (1) as to probationary teachers the Board may give such notices of unsatisfactory work, and such other notices as shall be required or permitted by the Michigan Tenure Teachers' Act during the tenancy of any grievance and (2) as to teachers on tenure or continuing contracts, pending grievances shall be dismissed upon filing of written charges under the written Michigan Tenure Teachers' Act; and the tenure act shall thereafter govern all proceedings against the teacher.

ARTICLE XVI

NEGOTIATIONS

(a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, except for matters which are subject to the grievance procedure as provided in Article XVII hereof, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

(b) Notwithstanding the foregoing paragraph, it is agreed that any teacher, the Association, or the Board shall have the right during the term of this Agreement to bring matters not covered herein but of common concern to the attention of the Administrative Staff or to the Professional Study Committee for its study and recommendation, it being understood that no such matters shall become the subject of arbitration or mediation.

(c) In the event the salary schedule is reopened for negotiation, by either party, as provided in Article IV of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration date of this agreement, the parties agree to begin negotiations for a new agreement covering wages, terms ;and conditions of employment of teachers employed by the Board.

ARTICLE XVII

GRIEVANCE PROCEDURE

(a) Any teacher or group of teachers believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board relating to wages, hours, terms, or conditions of employment shall within five (5) days after occurrence discuss such matter with the Principal of the building involved or with the Superintendent when the grievance arises in more than one (1) building.

(b) If such discussion does not resolve the matter satisfactorily, the teacher or teachers affected may within five (5) days thereafter file a writengrievance with the Superintendent or hfs designated representative. Within five (5) days thereafter a meeting shall be held to resolve the grievance. If such meeting does not resolve the grievance, the Superintendent shall answer the grievance in writing and the grievance and answer shall be transmitted to the Board.

(c) At its next regular meeting the Board shall receive the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or may prescribe such other procedure it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association shall final determination of the grievance be made by the Board or its delegated representative more than thirty (30) days after the first regular Board meeting at which time it was received. The Board hearing provided herein shall not be required in those instances where specific statutory proceedings for hearings are applicable; and, in any event, only one hearing need be held and that to comply in all respects with statutory mandates with the statute controlling in cases of conflict herewith.

(d) If the decision of the Board is not satisfactory, the grievance may be submitted to arbitration by written notice given within fifteen (15) days after receipt of the decision.

An impartial arbitrator shall be promptly selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he shall be selected by the parties from a panel of five (5) qualified persons prepared by the American Arbitration Association. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement and he shall have no power to alter add to or subtract from the terms of this Agreement as written. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

(e) No grievance shall be processed unless initiated or carried to the next step within the time provided herein or as extended by mutual agreement. If a teacher is found to have been discharged without just cause, he shall be reinstated on such terms as the parties may agree or as the Arbitrator shall order.

(f) The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association.

(g) Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association.

ARTICLE XVIII PROFESSIONAL STUDY COMMITTEES

(a) The Board and Association recognize that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

There is hereby established, therefore, a Professional Study Committee composed of not less than four (4) members, nor more than six (6) with an equal number selected annually by the Board and Association. The Professional Study Committee shall confer from time to time for the purpose of improving the selection and use of educational tools and shall investigate matters suggested by the Board or Association and submit a written report and recommendation to the school administration. The administration will then discuss these recommendations with the Board of Education. Additional Professional Study Committees for special subjects may be established as required.

ARTICLE XIX

NO INTERRUPTION OF EDUCATION

The Board, Association and each teacher recognize that their primary responsibility is to the children of the district and declare that their mutual objective is to provide those children with a proper education. To that end it is agreed that during the life of this Agreement they will not permit, cause or encourage any interruption, disturbance or interference with the continuous, normal education of such children by sanction, concerted activity or otherwise, and that any difference of opinion or dispute which there may be between or among themselves, will be resolved by the methods provided herein, including arbitration, and will not be allowed to affect in any way the normal education afforded the children of the Rockford Public School District.

ARTICLE XX

MISCELLANEOUS PROVISIONS

(a) On those days where snow, sleet, or other such hazards, as determined by the Superintendent of Schools, necessitate the closing of schools, the administrative, clerical, teaching and custodial personnel are expected to report as usual. Any deviation from the regular hours shall be cleared with the building principal.

(b) All teachers shall be guaranteed a duty free, uninterrupted lunch period of thirty minutes. The only exception to this policy shall be when weather conditions are such that the elementary children cannot be sent outdoors. In these cases the building principal will assign the necessary teachers to supervise through the noon period. These assignments shall be on a rotating basis.

(c) The Board agrees at all times to maintain a list of available substitutes teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Unavailability must be reported at the earliest possible time in order that a substitute may be found, and in any event before 7:00 a.m. of the day of absence. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

(d) This Agreement shall supersede any rules, regulations, policies or practices of the Board which are contrary to or inconsistent with specific and express terms of this Agreement, provided such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan and the Constitution and laws of the United States and shall likewise supersede any contrary or inconsistent terms contained in any employment contract with the individual teachers in the bargaining unit and all future individual teacher employment contracts with bargaining unit teachers to be subject to the terms of this Agreement during the life of the Agreement.

(e) Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

(f) If any provision of this Agreement or any application of the Agreement to any teacher in the bargaining unit shall be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications hereof shall continue in full force and effect.

(g) All references herein to male teachers shall include female teachers.

APPENDIX A

1969 - 1970

ROCKFORD PUBLIC SCHOOLS
SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>
1	7000	7125	7500	7625
2	7140	7325	7700	7825
3	7350	7625	8000	8125
4	7750	8050	8450	8585
5	8150	8475	8900	9045
6	8550	8900	9350	9505
7	8950	9325	9800	9965
8	9350	9750	10250	10425
9	9750	10175	10700	10885
10	10150	10600	11150	11345
11	10600	11040	11625	11820

1. All non-degree teachers will be paid \$500 less than BA salary at the step ;where they are in the schedule.
2. All salaries are rounded off to the nearest \$5 on the salary schedule from the base.
3. Provisions for MA shall include its equivalent. MA or its equivalent shall mean thirty (30) semester hours or forty five (45) term hours beyond ;the bachelors degree in a teaching field (graduate credit or prerequisite required for intended graduate work). These hours are to be completed following receipt of a bachelors degree.

Example - Secondary Level - Field of Science
30 semester hours to include any prerequisites to a science course plus courses taken in the science field.

Example - Elementary Level
30 semester hours of diversified courses. This could include any course completed which would be beneficial in the teaching of the elementary curriculum.

An evaluation will be made in each individual case to determine the eligibility of each teacher. The Superintendent of Schools shall make the final decision.

4. Eight (8) years credit will be allowed for teaching experience outside the Rockford Public School System except that all full-time teachers under written contracts in the Rockford Public Schools for the school year 1966-67 shall receive full credit for experience outside the Rockford Public School System. Regular increments shall apply.
5. All Teachers shall be guaranteed a duty free, uninterrupted lunch period of thirty (30) minutes, except in the elementary schools during extremely severe weather conditions as determined by the elementary building principal. In the event any elementary teachers are required to be with students during lunch period from one (1) to thirty (30) minutes, the teacher shall receive Two and 50/100 (\$2.50) Dollars for each lunch period so interrupted by each occurrence of this nature.
6. Twenty-Five (\$25.00) Dollars per month per teacher will be made available during the year September 1 - August 31, to be applied by the Board, at the option of the teacher, toward the purchase of one (1) or more of the following programs:
 - A. Health Insurance - Basic and Major Medical or Super Medical - includes \$2,500 life and \$2,500 accidental death and dismemberment (MEA)
 - B. Group Term Life Insurance up to \$10,000 (MEA)
 - C. Loss of Time Insurance - includes \$2,500 life and \$2,500 ADD (MEA)
 - D. \$500 Deductible Major Medical - includes \$2,500 life ;and \$2,500 ADD - Loss of Time \$20.00 to \$150 per week.

Contracted teachers teaching three (3) hours or more but less than full-time shall receive one-half ($\frac{1}{2}$) benefits. Elections made by a teacher shall remain unchanged for the balance of the period except by mutual agreement. The amounts stipulated on the salary schedule are available 1/12 each month provided, however, one (1) semester of teaching shall provide six (6) months of benefit. This benefit is not accumulative from year to year and has no cash value. The insurance program will be administered by the Association, its agents or representatives.

Options A-C-D can be supplemented at the teacher's discretion by adding dependent life insurance or an additional \$5,000 of life insurance and/or long term disability. With Super Medical, a teacher may add Loss of Time. In the event both a husband and wife are otherwise eligible for the insurance program, the monthly benefits may be added together for one (1) insurance program.

7. The following duties will carry extra pay as indicated:

6th Grade Camp	BA	3% BA salary on schedule
Varsity Football		9% BA salary on schedule
Assistant Varsity Football		7% BA salary on schedule
Reserve Football		6% BA salary on schedule
Assistant Reserve Football	BA	6% BA salary on schedule
9th Grade Football		6% BA salary on schedule
Assistant 9th Grade Football		6% BA salary on schedule
Varsity Basketball		9% BA salary on schedule
Reserve Basketball		6% BA salary on schedule
9th Grade Basketball		6% BA salary on schedule
7th & 8th Grade Basketball		5% BA salary on schedule
5th & 6th Grade Basketball		1% BA salary on schedule
Varsity Track		7% BA salary on schedule
Assistant Track		5% BA salary on schedule
Varsity Baseball		7% BA salary on schedule
Reserve Baseball		5% BA salary on schedule
Varsity Tennis		5% BA salary on schedule
Cross Country		5% BA salary on schedule
Varsity Wrestling		9% BA salary on schedule
Assistant Wrestling		6% BA salary on schedule
Varsity Swimming		7% BA salary on schedule
Golf		5% BA salary on schedule
Gymnastics (Boys)		5% BA salary on schedule
Gymnastics (Girls)		5% BA salary on schedule
Cheerleading (SHS)		4% BA salary on schedule
Cheerleading (JHS)		2% BA salary on schedule
Safety Patrol		7.5% BA salary on schedule
Year Book (SHS)		4% BA salary on schedule
Year Book (JHS)	BA	3% BA salary on schedule
Dramatics		4% BA salary on schedule
Student Council Senior High		4% BA salary on schedule
Student Council Junior High		3% BA salary on schedule
Class Advisors (11-12)	BA	3% of base salary
Class Advisors (7-10)		2% of base salary
Debate) - - - - - without class		4% BA salary on schedule
Forensics) - - - - - with class		3% BA salary on schedule
Audio Visual (JHS)		2% BA salary on schedule
Audio Visual (SHS)		4% BA salary on schedule
Band Camp		1% BA salary on schedule
Band Director		9% BA salary on schedule
Advisory Council		2% BA salary on schedule
Elementary Curriculum Committee		2% BA salary on schedule
Swimming (Girls)		5% BA salary on schedule
Swimming (Jr. High)		4% BA salary on schedule
Special Education		\$400 each
Newspaper (Senior High)		2% BA salary on schedule

EXTRA WEEKS BEYOND CONTRACT

Agriculture	2½% per week of total salary-10 weeks
Co-op Education	2½% per week of total salary-10 weeks
Wood Shop	2½% per week of total salary-10 weeks

Metal Shop	2 $\frac{1}{2}$ % per week of total salary- 2 weeks
Junior High Shop	2 $\frac{1}{2}$ % per week of total salary- 2 weeks
Head of Guidance	2 $\frac{1}{2}$ % per week of total salary- 6 weeks

Auto Shop and Lab. Instructors may be employed at the discretion of the building principal.

It is understood and agreed between the parties that a contract stipulating extra compensation, for a teacher performing extra duties, shall not be deemed to grant continuing tenure in such capacity. For a teacher who has attained continuing tenure, failure of the Board to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, as amended.

8. One-sixth (1/6) of step on the salary schedule will be paid to any teacher at Junior or Senior High level who teaches a sixth hour.
9. All teachers under written contract who substitute during their conference hour or, in the elementary school, when a special teacher would be responsible for that class, will be paid according to the following schedule:

0 - 14 minutes, inclusive	Nothing
15 - 30 minutes, inclusive	\$2.50
31 - 60 minutes, inclusive	\$5.00

DURATION OF AGREEMENT

APPENDIX "B"

1969 - 1970

ROCKFORD SCHOOL CALENDAR

- Sept. 2 Pre-school Conference
- Sept. 3 Registration for elementary students. Junior and Senior High students report at 8:00 a.m. School dismissed at 11:a.m.*
- Sept. 4 First full day of school
- Nov. 27 - 28 Thanksgiving Vacation
- Dec. 23 Christmas Vacation begins at close of school day.
- Jan. 5 School Reconvenes.
- Jan. 22 - 23 Semester exams. School dismissed at 12:00 noon Jan. 23. Record day in p.m.*
- Jan. 26 Second Semester begins.
- Mar. 27 Spring Vacation begins at close of school day.
- April 6 School reconvenes.
- June 1 Memorial Day Holiday.
- June 3 - 4 Semester Exams. Schools dismissed at 12:00 noon June 4. Record Day in p.m.*
- June 5 Last day of school. Teachers Record Day in a.m. Buses will bring students to school at 1:00 p.m. for final report cards.*

Days in session - 180 full days.	Sept.	19½	Feb.	20
	Oct.	23	Mar.	20
	Nov.	18	Apr.	19
	Dec.	17	May	21
	Jan.	19½	June	3

* Indicates ½ day for students.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1969 and shall continue in effect for one year until the 30th day of June, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ROCKFORD EDUCATION ASSOCIATION

BOARD OF EDUCATION,
ROCKFORD PUBLIC SCHOOLS,
a third class school district,
Kent County, Michigan

BY _____
Its President

BY _____
Its President

and _____
Its Secretary

and _____
Its Secretary